

**REMARKS**

Applicants have thoroughly considered the May 11, 2007 Final Office action and respectfully request reconsideration of the application as amended. By this Amendment, claims 1, 5, 11, and 15 have been amended and claims 6-10, 20 and 23 have been canceled to clearly set forth the invention based on the specification and in response to the Office's arguments. Claims 1-5, 11-19, 21-22, and 24-27 are presented for further examination. **As such, Applicants submit that this Amendment raises no new issues that would require further search and raises no issue of new matter. Rather, this Amendment places the application in better form by materially reducing or simplifying the issues for Examination or Appeal.** Applicants respectfully request favorable reconsideration of the application in light of the amendments and following remarks.

**Claim Rejection under 35 U.S.C. §112**

Claims 1-15 stand rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In responding to pages 2 to 3 of the Office action, Applicants have amended claims 1, 5, 11, and 15 to further clarify the elements in the claims. In particular, the amendment exemplified in claim 1 recites "pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme and **defining restrictions on** the content of the electronic document" to clearly and distinctly claim the subject matter in light of the specification. (Specification, paragraph [0031]).

Applicants also respectfully direct the Office's attention to paragraphs [0007], [0026] through [0031], [0036] and FIGS. 2A - 2B of the specification that describe the relationship among the rights management protections, the use license, and the content of an electronic document. For example, paragraphs [0007] and [0036] discuss the relationship between the rights management policies or schemes with the content of the message, for example, an electronic document:

"In one embodiment the administrator may **associate certain right management policies** based on such attributes as **the content of the message**, the sending and receiving parties, and the date of the message." (Specification, paragraph [0007]).

In addition, paragraph [0028] further discusses one embodiment of the invention where a rights management server receives a request for a use license 210. This description, along with

the context exemplified in various embodiments described in paragraphs [0026] through [0031], establishes the relationship and association between the rights management policies and the use license. Paragraph [0031] further connects the use license with the content of the message, such as the electronic document, based on one embodiment of the invention: “The rights management client application 204 can then provide the decrypted content over to the appropriate application along with **the restrictions that were defined** in the publishing license 206 and/or **use license 210 to place the appropriate restrictions on the protected content.**” (Specification, paragraph [0031]).

Therefore, Applicants submit that the specification provides clear support for the presented claims and the amended claims recite corresponding features that are not disclosed or suggested by the references. The amendments were not in an attempt to make “language difference,” as language differences would not render claims allowable. Hence, Applicants submit that the rejection of claims 1-15, except the canceled claims 6-10, under 35 U.S.C. §112, second paragraph, should be withdrawn.

#### **Claim Rejection under 35 U.S.C. §102(b)**

Claims 1-27 stand rejected under 35 U.S.C. §102(b) as being anticipated by SealedMedia, “Software Developer's Kit, 2002” (“SealedMedia reference”). Applicants respectfully submit that the Office fails to give full weight of the arguments and the amendments against the cited art.

In also responding to pages 2-3 of the Office action, Applicants disagree with the Office's reading that the SealedMedia reference discloses “identifying one or more rights management protections associated with content of the electronic document, said rights management protections being defined by the persisted policy scheme; pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme and **defining restrictions on** the content of the electronic document” as recited in claim 1.

Applicants disagree that the SealedMedia reference discloses one or more rights management protections associated with content of the electronic document. The SealedMedia reference defines what a content set is: “**a content set represents a set of content files or buffers that can be licensed.**” (SealedMedia reference, page 6, paragraph 6). Applicants respectfully submit that it is the SealedMedia reference that defines and identifies the limits of its

ideas or concepts, and not the Applicants. SealedMedia further, as previously argued by Applicants, describes the following on paragraph 6 on page 6:

**"A content set is subdivided into one or more categories, each of which can be licensed individually. When content is sealed, it is sealed with a specific content set code and category code and is said to belong to that category. When the administrators of a publisher license content, they are licensing the content that belongs to the licensed content set and category, not the content itself, effecting a total separation of rights and content. Note that it is therefore possible to license a content set or category in which there is no sealed content". (Id.)**

Despite the Office's acknowledgement of the above disclosure in the SealedMedia reference, the Office appears to ignore the reference's teaching and continues to insist that such disclosure still discloses or suggest Applicants distinction in having a use licensing defining restrictions on the content of the document. Moreover, in properly reading the structure of the SealedMedia reference, the SealedMedia reference first lays out what can be licensed (i.e., a set of content files or buffer and not the content itself). The SealedMedia reference goes on to describe "one or more license templates" which **"define the content set and categories the license will apply to..."** (SealedMedia reference, page 6). Again, it is the SealedMedia reference, not Applicants, that specifically discloses and suggests the license defines the content set and categories. Even though the Office argues that paragraph 7 in the SealedMedia reference appears to discuss "licensed content," Applicants therefore submit that the SealedMedia reference is unclear and ambiguous or otherwise lack enablement to for one skilled in the art to ascertain what is been licensed and what is being sealed.

In addition, Applicants further submit that the SealedMedia reference cannot anticipate embodiments of the invention because it fails to disclose or suggest the feature of "if the content of the electronic document has exceeded the rights management protections, **replacing a portion of the content of the electronic document with an indicating piece of data** such that the content of the electronic document is modified." In fact, nowhere does the SealedMedia reference disclose or suggest features such as replacing a portion of the content with a modified version if the license has been exceeded or expired. Because the SealedMedia reference licenses against the content set, the license is sealed with the content in the content set even though the content set can have no content. The SealedMedia reference merely discusses setting an expiry time and "when a license expires, **it is garbage collected** from the user's SealedMedia account..." (SealedMedia reference, page 14). Furthermore, the SealedMedia reference is also

silent about the treatment of the sealed content in the "Validity and Expiry" section of the SealedMedia reference (page 14), mainly because, as earnestly argued by the Applicants and as declared by the SealedMedia reference itself, the rights management implementation in the SealedMedia reference licenses against a content set, and not the content itself. As such, Applicants respectfully submit that the SealedMedia reference fails to disclose or suggest the feature of replacing a portion of the content.

Therefore, the SealedMedia reference cannot anticipate embodiments of the invention as covered by claim 1. Hence, Applicants respectfully submit that the rejection of claim 1, and its dependent claims 2-4, and claim 5 under 35 U.S.C. §102(b) should be withdrawn.

Similarly, amended claim 6 recites, in particular, "...said use license being defined by the persisted policy scheme and **defining restrictions on the content of the electronic document...**" For at least the reasons above, Applicants submit that the SealedMedia reference fails to disclose or suggest each and every element of claim 6, and its dependent claims 7-9. Hence, the rejection of claims 6-11 under 35 U.S.C. §102(b) should be withdrawn.

Amended claim 11 recites, in part, "pre-licensing the accepted electronic document by obtaining a use license on behalf of a user, said use license being defined by the persisted policy scheme, said use license granting access to and defining restrictions on the content of the electronic document by the user; if the content of the electronic document has exceeded the expiration of the rights management protections, **updating a portion of** the content of the electronic document..." Not only nowhere does the SealedMedia reference disclose or suggest "updating a portion of the content of the electronic document with a refreshed copy" when the license has expired. The SealedMedia reference merely discloses or suggests that the licenses will be deleted upon expiration. For at least the reasons above, Applicants submit the SealedMedia reference cannot disclose or suggest each and every element of claim 11. Therefore, the rejection of claim 11 under 35 U.S.C. §102(b) should be withdrawn.

Claims 15, 24, and 27 recite similar features as claim 11 and, for at least the same reasons of claim 11, are patentable over the cited art. Therefore, the rejection of claims 15, 24, 27, and their corresponding dependent claims 25 and 26, under 35 U.S.C. §102(b) should be withdrawn.

In view of the foregoing, applicants submit that amended independent claims 1-5, 11-19, 21-22, and 24-27 are allowable over the cited art.

It is felt that a full and complete response has been made to the Office action and, as such, places the application in condition for allowance. Such allowance is hereby respectfully requested. Although the prior art made of record and not relied upon may be considered pertinent to the disclosure, none of these references anticipates or makes obvious the recited invention. The fact that Applicants may not have specifically traversed any particular assertion by the Office should not be construed as indicating Applicants' agreement therewith.

**The Applicants wish to expedite prosecution of this application. If the Examiner deems the claims as amended to not be in condition for allowance, the Examiner is invited and encouraged to telephone the undersigned to discuss making an Examiner's amendment to place the claims in condition for allowance.**

Applicants do not believe a fee is due. If, however, the Commissioner determines otherwise, other deficient fees may be charged during the entire pendency of this application to Deposit Account No. 19-1345.

Respectfully submitted,

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